

**LETTER OF AGREEMENT
FOR UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS
AND EMPLOYEE INFORMATION**

**Between the City of Long Beach and the International Association of Machinists and
Aerospace Workers**

I. Purpose

The purpose of this Letter of Agreement (hereinafter, Agreement) is to memorialize the rights and obligations of the City of Long Beach (hereinafter, City) and the International Association of Machinists and Aerospace Workers (hereinafter, Union) in accordance with Government Code Sections 3555-3559 for Union access to New Employee Orientations (hereinafter, NEOs) and for employee information provided to the Union by the City.

II. Application

This Agreement shall apply to all the bargaining units for which Union is the recognized employee organization. New employees include newly-hired employees whose positions are permanent, temporary, full-time, part-time, seasonal or as-needed and regardless of whether the newly hired employee was previously employed by the City.

III. Notice and Access

- A. Written Notice: The City shall provide the Union written notice of, and access to, NEOs as set forth in this Agreement. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. However, the City reserves the right to make any changes to any scheduled dates, times, locations and arrangements provided to the Union for any NEOs. The City will notify the Union of any changes.
- B. Single Point of Contact: The Union agrees to provide the City a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for the Citywide NEOs sponsored by the Human Resources Department (hereinafter, Citywide NEO Coordinator) and a separate single point of contact for each Department sponsored NEO (hereinafter, Department NEO Coordinator) which will be updated by the Union and the City on an as-needed basis.
- C. Citywide NEOs: New employees will be scheduled by their respective Department NEO Coordinator to attend a Citywide NEO, sponsored by the Department of Human Resources. The Citywide NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the annual schedule that includes the specific dates, times and location for the Citywide NEOs no less than ten (10) business days prior to the first scheduled Citywide NEO. Except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Any scheduled Citywide NEO may be canceled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The City will notify the Union of any changes to scheduled NEO dates, times, locations or arrangements no less than ten (10) business days prior to the rescheduled Citywide NEO. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator email notice within five (5) days to make any reasonable arrangements requested by the Union for their presentation at the scheduled Citywide NEOs provided that the requested

arrangements can be provided by the City based upon availability. No representative of management shall be present during the Union's presentation.

- D. Department NEOs: New employees will be scheduled to attend their Department NEO by their respective Department NEO Coordinator. Each Department NEO Coordinator shall provide written notice by email to the Union NEO Coordinator no less than ten (10) business days prior to their respective Departmental NEOs, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the department's operations that was not reasonably foreseeable. Any Department NEO may be canceled and/or rescheduled at the discretion of the respective Department NEO Coordinator. The City will notify the Union of any changes to scheduled NEO dates, times, locations or arrangements no less than ten (10) business days prior to the rescheduled Departmental NEO. No representative of management shall be present during the Union's presentation.
- E. Union Access and Presentation: The Union shall be allowed twenty (20) minutes following the City's presentation at each of the Citywide NEOs and following the Department's presentation at each of the Department NEOs to meet with their represented new employees who are present. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The new employees attending the NEOs including meeting with the Union shall be on City paid work time. At all NEOs, the Union's presentation will focus on matters related to Union membership, primarily the benefits of membership and a general introduction to its organization, history, and by-laws. The Union agrees its NEO presentation will not be for the purpose of campaigning on behalf of an individual running for public elected office or regarding ballot measures. The Union NEO Coordinator shall request the release of any Union representative and/or Union officer who is an employee represented by the Union to meet with new employees at a scheduled NEO under the terms and conditions specified in the MOU for general Union business. All said Union release requests shall be made to the Manager of Labor Relations no less than four (4) business days in advance of any the scheduled NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other unions' presentations. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union and/or other unions.
- F. Audio/Visual Equipment: The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the Citywide and Department NEO's.

IV. Employee Data Information

- A. City Reports to Union: The City shall provide the Union with all the information on newly-hired employees within its custody or possession, subject to any applicable limitations contained in California Government Code Section 3558.


V. Hold Harmless

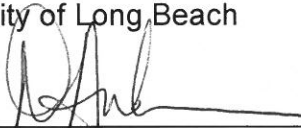
The Union agrees to hold the City harmless for any disputes that arise between the Union and any represented employee over the application of this Agreement.

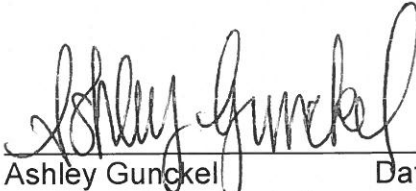
VI. Grievance Procedure

The Union agrees to adhere to the formal grievance procedure as outlined in Article Seven of the IAM Memorandum of Understanding for complaints regarding the application or interpretation of this Letter of Agreement.

We agree to the above:

 11/28/18
Alejandrina Basquez Date
Director of Human Resources
City of Long Beach

 11/28/18
Dana Anderson Date
Manager of Labor Relations
City of Long Beach

 11/27/18
Ashley Gunckel Date
Business Representative
International Association of Machinists &
Aerospace Workers DL 947

